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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**Current Report**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported) August 24, 2010**

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**Universal Truckload Services, Inc.**

(Exact name of registrant as specified in its charter)

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**Michigan**  
(State or other jurisdiction  
of incorporation)

**0-51142**  
(Commission  
File Number)

**38-3640097**  
(I.R.S. Employer  
Identification No.)

**12755 E. Nine Mile Road, Warren, Michigan**  
(Address of principal executive offices)

**48089**  
(Zip Code)

**(586) 920-0100**  
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement**

On August 24, 2010, Universal Truckload Services, Inc., or the Company, and KeyBank National Association, or KeyBank, entered into a Third Amendment to Loan Agreement and Third Amendment to Promissory Note, or the Loan Agreement. The Loan Agreement amends the Promissory Note dated October 29, 2007, the First Amendment to Loan Agreement and First Amendment to Promissory Note dated October 28, 2008, and the Second Amendment to Loan Agreement and Second Amendment to Promissory Note dated October 26, 2009, to amend the rate at which the Company shall pay interest on outstanding borrowings, if any.

Under the Loan Agreement with KeyBank, the Company's maximum permitted borrowings and letters of credit in the aggregate may not exceed \$20 million. The Loan Agreement is unsecured, and bears interest at a rate equal to the lesser of the Prime Rate minus .50% or LIBOR plus 1.00%. The agreement governing our unsecured line of credit contains various financial and restrictive covenants to be maintained by us including requiring us to maintain a tangible net worth of at least \$100 million, a debt to tangible net worth ratio not to exceed 1 to 1, and quarterly net profits of at least one dollar. The duration of the Loan Agreement is in effect through October 25, 2010.

**Item 9.01. FINANCIAL STATEMENTS AND EXHIBITS**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment to Loan Agreement and Third Amendment to Promissory Note between Universal Truckload Services, Inc. and KeyBank National Association, dated August 24, 2010.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

UNIVERSAL TRUCKLOAD SERVICES, INC.

Date: August 25, 2010

/s/ ROBERT E. SIGLER

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**Robert E. Sigler**  
**Vice President, Chief Financial Officer,**  
**Secretary and Treasurer**

**THIRD AMENDMENT TO LOAN AGREEMENT AND  
THIRD AMENDMENT TO PROMISSORY NOTE  
(Universal Truckload Services, Inc.)**

This Third Amendment to Loan Agreement and Third Amendment to Promissory Note ("Third Amendment") is made this 24<sup>th</sup> day of August, 2010, between Universal Truckload Services, Inc., a Michigan corporation with offices at 12755 East Nine Mile Road, Warren, Michigan 48089 ("Borrower"), and KeyBank National Association, a national banking association, with offices at 100 South Main Street, Ann Arbor, Michigan 48104 ("Lender").

**RECITALS**

A. Borrower and Lender have entered into that certain Loan Agreement, dated October 29, 2007, and amended by the First Amendment to Loan Agreement and First Amendment to Promissory Note dated as of October 28, 2008, and the Second Amendment to Loan Agreement and Second Amendment to Promissory Note dated October 26, 2009 ("Loan Agreement"), pursuant to which Lender has provided Borrower with a loan in the original principal amount of \$20,000,000.00 ("Loan"). Capitalized terms used in this Third Amendment and not otherwise defined shall have the meanings given to them in the Loan Agreement.

B. Borrower executed and delivered to Lender a Promissory Note (Revolving Credit), dated October 29, 2007, and amended by the First Amendment to Loan Agreement and First Amendment to Promissory Note dated as of October 28, 2008, and the Second Amendment to Loan Agreement and Second Amendment to Promissory Note dated October 26, 2009, to evidence the Loan ("Note").

C. Borrower has requested certain modifications to the terms of the Loan, the Note and the Loan Documents. Lender has agreed to such modifications subject to the terms and conditions set forth in this Third Amendment.

NOW, THEREFORE, in consideration of and in reliance upon the foregoing recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Lender agree as follows:

1. The Loan Agreement is amended by replacing the definition of "Note" in Section 1.2 and replacing it with the following:

"Note" means the promissory note signed and delivered by the Borrower to evidence its Indebtedness to the Lender pursuant to Section 2 hereof, as amended by the First Amendment to Loan Agreement and First Amendment to Promissory Note dated as of October 28, 2008, the Second Amendment to Loan Agreement and Second Amendment to Promissory Note dated October 26, 2009, and the Third Amendment to Loan Agreement and Third Amendment to Promissory Note dated August 24<sup>th</sup>, 2010.

2. The Note is amended as follows:

a. The first sentence of the paragraph identified as “**Interest**” on page 1 of the Note is amended to read as follows:

Borrower shall pay interest on the outstanding principal balance of this Note at the rate per annum equal to the greater of (i) the Prime Rate minus the Prime Rate Margin, or (ii) one-half of one percent in excess of the Federal Funds Rate “Adjusted Prime Rate”).

b. The definition of “Overnight LIBOR Margin” is amended to read as follows:

“Overnight LIBOR Margin” shall mean one percent (1.00%).

c. The definition of “LIBOR Margin” is amended to read as follows:

“LIBOR Margin” means one percent (1.00%).

d. The term “Prime Rate Margin” is hereby restored (after the definition of LIBOR Margin) to read as follows:

“Prime Rate Margin” means one-half of one percent (0.50%).

3. Survival. In all other respects and except as expressly amended, modified or restated in this Third Amendment, the Loan Agreement, the Note, the Loan Documents and all of the terms, covenants and conditions thereof as originally executed and delivered are ratified and confirmed in their entirety and shall remain in full force and effect until the Loan, with all accrued interest thereon, shall be fully paid and satisfied. Borrower reaffirms and ratifies each and every term of the Loan Agreement, the Note and the Loan Documents including, without limitation, the representations and warranties given to Lender, which such representations and warranties are true and correct as of the date hereof, except for representations given as of or with respect to a particular date.

4. Effect of Third Amendment. This Third Amendment shall not be construed as an agreement to substitute a new obligation or to extinguish an obligation under the Loan Agreement, the Note or the Loan Documents and shall not constitute a novation as to the obligations of the parties. If any express conflict shall exist between the agreements of the parties herein and as set forth in the Loan Agreement, the Note or the Loan Documents, this Third Amendment shall govern and supersede the agreements set forth in the previous documents.

5. Payment of Costs. Borrower agrees that it shall pay all reasonable closing costs with respect to this Third Amendment including, without limitation, reasonable attorneys’ fees.

6. Representations and Warranties. Except as set forth in this Third Amendment, Borrower has fully complied with all covenants and agreements to be complied with or performed by it under the Loan Agreement, the Note and the Loan Documents and Borrower is not aware of any present default under the Loan Agreement, the Note or the Loan Documents. Borrower has the full power and authority to enter into this Third Amendment.

7. **Release of Claims.** Borrower, in every capacity, hereby waives, discharges and forever releases Lender, Lender's employees, officers, directors, attorneys, stockholders and successors and assigns, from and of any and all claims, causes of action, allegations or assertions that the Borrower may have or may have made at any time up, through and including the date of this Third Amendment, regardless of whether any such claims, causes of actions, allegations or assertions arose as a result of Lender's actions or omissions in connection with making the Loan or any other obligations of any nature or kind of Borrower.

IN WITNESS WHEREOF, the undersigned hereto have caused this Third Amendment to be duly executed and delivered as of the day and year first above written.

BORROWER:

**UNIVERSAL TRUCKLOAD SERVICES, INC.**

By: /s/ Robert Sigler

Name: Robert Sigler

Title: CFO

LENDER:

**KEYBANK NATIONAL ASSOCIATION**

By: /s/ Erik Siersma

Name: Erik Siersma

Title: Vice President